

#2516

VOLUNTARY AGREEMENT CONCERNING ISSUANCE
OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

2002 JUL 2 PM 12 20

THIS AGREEMENT, made and entered into this 30TH day of JUNE, 2002, by and between EPHRAIM, INC., trading as ROXANNE/PEYOTE (hereinafter the "Applicant") and the Kalorama Citizens Association (hereinafter the "Protestants") witnesses:

Whereas Applicant has filed an application (# 22516) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as ROXANNE/PEYOTE located at 2319 18TH STREET, N.W., Washington, DC.

Whereas Protestants have filed before the Board protests opposing the granting of this renewal.

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns.

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties agree as follows:

1. Hours. The hours of operation shall be:

SUNDAY 12:00 NOON UNTIL 12:00 MIDNIGHT
Inside: MONDAY THROUGH THURSDAY 12:00 NOON UNTIL 1:30 A.M.
FRIDAY AND SATURDAY 12:00 NOON UNTIL 2:30 A.M.

Sidewalk Cafe/Summer Garden: N/A

2. Seating. Seating capacity will not exceed:

TOTAL
Interior tables and bar: 137

ROXANNE IS LOCATED ON THE
2ND ~~FLOOR~~ FLOOR 91 COMBINED
AND ROOF(3RD) 11 TOTAL 2ND + 3RD

Sidewalk Cafe/Summer Garden: N/A

PEYOTE IS THE ~~2ND FLOOR~~ 46
FIRST FLOOR

(Please indicate by floor, if more than one floor will have seating).

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with Title 23 DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof. *APPLICANT AGREES TO NOT PLACE ANY LOUDSPEAKERS ON THE OUTSIDE OF HIS ESTABLISHMENT.*

4. Trash/Garbage/Rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

5. Exterior including Public Space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

6. Items specific to establishment. *APPLICANT AGREES TO PREVENT PATRON USE OF DOOR ON WALL THAT ADJOINS 2317 18TH STREET, N.W. AND TO COMPLY WITH FIRE SAFETY REQUIREMENTS OF ALL RELEVANT D.C. AGENCIES. APPLICANT AGREES TO PROVIDE FOOD SERVICE ON ALL THREE FLOORS UNTIL CLOSING.*

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise to a minimum from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the approval of the ABC Board.


10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of Protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that this Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.


12. Availability of Voluntary Agreement. Applicant agrees to keep available at all times a copy of this agreement at his establishment and to familiarize all his employees with its conditions.

APPLICANT:

PROTESTANTS

IRAJ ASKARINAM

By: V. P.
7.01.02

IRAJ ASKARINAM
VICE PRESIDENT
EPHRAIM, INC.

 7.01.2002
Kalorama Citizens Association
By: DENNIS I. E. JAMES
ABC LICENSING CHAIR FOR
KALORAMA CITIZENS ASSOCIATION

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Ephraim, Inc.

t/a Roxanne/Peyote

Application for a Retailer's Class
CR (renewal)

at premises
2319 18th Street, N.W.
Washington, D.C.

Case no. 22516-02/076P
2002-216

Denis I.E. James, on behalf of the Kalorama Citizens Association, Protestant

Soleiman Askarinam, President, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair

Vera Abbott, Member

Charles Burger, Member

Laurie Collins, Member

Judy A. Moy, Member

Ellen Oppen-Weiner, Esquire, Member

Audrey E. Thompson, Member

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The application, having been protested, came before the Board on May 15, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Denis I.E. James, on behalf of the Kalorama Citizens Association, filed opposition in a timely manner.

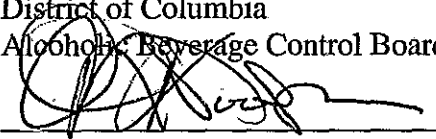
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated June 30, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

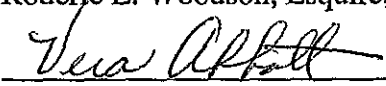
Ephraim, Inc.
t/a Roxanne/Peyote
Page two

Accordingly, it is this 24th July day of ~~June~~ 2002, **ORDERED** that:

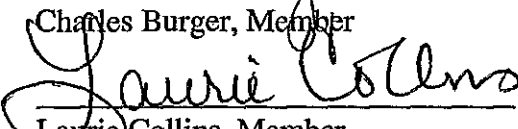
1. The opposition of Denis I.E. James, on behalf of the Kalorama Citizens Association, is **WITHDRAWN**;
2. The application of Ephraim, Inc. t/a Roxanne/Peyote for a retailer's class CR (renewal) license located at 2319 18th Street, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

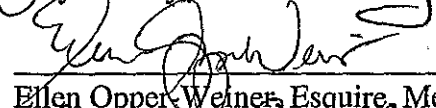

Roderis L. Woodson, Esquire, Chair

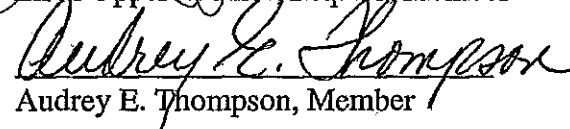

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy A. Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 15th day of APRIL 2002, by and between _____, Trading as ROXANNE (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C, (hereinafter the "Protestant"), witnesses:

Whereas Applicant has filed an application (22516) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as ROXANNE located at 2319 18th St NW, Washington, DC.

Whereas Protestant has filed before The Board a protest opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the renewal of the license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns,

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Inside:							
Roof:	<u>as allowed by law</u>						
Patio:							

(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Inside:							
Roof:							
Patio:							

2002 APR 18 PM 10 26

2. Seating. Seating capacity will not exceed:

current "c/o" limitations

Interior
table:

Interior
bar:

Patio(s):

Roof:

(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.
4. Trash/garbage/rodents. Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.
5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as need to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.
- (b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment:

NO OUTSIDE SPEAKERS

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls."
8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.
9. Modification. This agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of changes at a full public meeting.
10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.
11. Withdrawal of protest. Protestant agrees to the issuance of the renewal of the license and the withdrawal of their protest *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

By:

IRAS ABK-MING

PROTESTANT:

Advisory Neighborhood Commission 1C

By:

ANDREW MISCUK - CHAIR